



June 2, 2000

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ronald D. Rothchild, Sc.D.
33 Laurie Boulevard
Bethpage, New York 11714

Re: OmniTek Research & Development, Inc.

Dear Mr. Rothchild:

On May 21, 1997 you signed an Employee Confidentiality Agreement and Restrictive Covenant (the "Agreement") with OmniTek Research & Development, Inc. (the "Company"). In accordance with Paragraphs 1 and 2 of such Agreement, any work created by you within the scope of your employment with the Company is the sole property of the Company, and you are required to "execute any necessary papers or perform such other acts necessary to evidence title to such inventions and copyrights." See Paragraph 1 of the Agreement. Mr. Thomas Spinelli, patent counsel, had previously sent to you a patent application in favor of the Company regarding an apparatus for isolation of payloads (the "Application") for your execution. Subsequent to such request, you corresponded and spoke with Mr. Spinelli regarding inventorship and prior art concerns you had. Mr. Spinelli addressed such concerns, however, you have not yet returned the executed Application.

According to the Agreement, if you breach the Agreement, such as by failing to execute an appropriate Application, requiring the Company to bring an action in court to enforce the Agreement, you will be responsible for all reasonable costs and attorneys' fees. See Paragraph 7 of the Agreement.

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Therefore, if you continue to dispute inventorship then you should get in touch with Mr. Spinelli at (516) 742-4343 who is doing an investigation regarding the inventorship of the invention which is the subject of the Application. If you do not contact Mr. Spinelli within the next ten (10) business days, the Company will assume that you no longer dispute inventorship.

Very truly yours,

Robert B. Van Grover

RVG:llg
cc: Dr. Farshad Khorrami
Thomas Spinelli, Esq.

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